FARAD CONTINUATION SHEET NO.:

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO.160 OF 1989

Office Notes, Office Memoranda of coram, appearances, Court's orders or directions and Registrar's orders.	Court's or Judge's orders.

Mr N.D.Yelekar, for the plaintiffs
Mr H.N.Mirashi, for defendant no.1.

CORAM: D.B.Bhosale,J.
DATED: 24.04.2008

P.C.:

Heard learned counsel for the parties. Learned counsel for the parties state that the parties have amicably settled all the disputes and they have tendered Consent Terms duly signed by the the plaintiffs and defendant no.1 and their respective Advocates on record. Defendant no.2 is a Guarantor and, therefore, learned counsel for defendant no.1 states that his signature on the consent terms is not necessary. The learned counsel for the plaintiff does not dispute the statement. Representatives of the plaintiff Bank and defendant no.1 are present in the court. The Consent Terms are taken on record and marked "X" for identification. In pursuance of paragraph 5 of the Consent Terms, defendant no.1 is allowed to withdraw

theamount deposited in this court.The suit is disposed of in terms of the Consent Terms. Decree be drawn up accordingly.

Refund of court fees, if any, as per Rules.

(D.B.Bhosale, J.)